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Attorneys for Plaintiff,

**UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

Gerardo Boccara	)	<b>Case No.: 4:08-cv-03187-SC</b>
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<b>STIPULATION TO DISMISS WITH</b>
Bridgeport Financial, Inc.	)	<b>PREJUDICE</b>
	)	
Defendant.	)	
	)	

Pursuant to Fed. R. Civ. P. 41(a)(1), Plaintiff, GERARDO BOCCARA, and Defendant, BRIDGEPORT FINANCIAL, INC., hereby jointly stipulate as follows:

1. Upon the agreement of all appearing parties, the present matter is to be dismissed with prejudice.
2. This Court will retain jurisdiction over the present matter solely for the purposes of settlement until the parties have fully consummated the terms of the settlement agreement.
3. Parties to bear their own fees and costs.

1 Respectfully Submitted,

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3 DATED: February 5, 2008

KROHN & MOSS, LTD.

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5 By: /s/ Nicholas Bontrager

6 Nicholas Bontrager  
7 Attorney for Plaintiff  
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11 DATED: February 5, 2008

ELLIS, COLEMAN, POIRIER, LAVOIE &  
STEINHEIMER, LLP

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13 By: /s/ Andrew M. Steinheimer

14 Andrew M. Steinheimer  
15 Attorney for Defendant  
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